

Southern Railway System

P.O. Box 1808
Washington, D.C. 20013

1-046 H046

FEB 11 1981
10:00

THOMAS H. KERWIN
VICE PRESIDENT
FINANCE

February 11, 1981

100 Washington, D.C.
920 15TH STREET, N.W.
TEL: (202) 383-4600

59080, 58034

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION FILED
FEB 11 1981-1 25 PM
INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

I enclose five original counterparts of the instrument described in paragraph (1) hereof, for recordation and return, together with two original counterparts for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

- (1) The enclosed document is a Supplemental Agreement dated as of January 12, 1981, to Equipment Trust Agreement between Morgan Guaranty Trust Company of New York, Trustee, and Southern Railway Company dated as of September 1, 1971, as amended, constituting Southern Railway Equipment Trust No. 5 of 1971.
- (2) The Supplemental Agreement is executed for the purpose of subjecting to the Equipment Trust certain new equipment, being:

1 - new 70-ton 50' Pulpwood Car bearing road number 142231, AAR designation LP.

The unit of Equipment will be marked with the words:

OWNED BY A BANK OR TRUST COMPANY UNDER A FINANCING AGREEMENT
RECORDED WITH THE INTERSTATE COMMERCE COMMISSION UNDER SECTION
20c OF THE INTERSTATE COMMERCE ACT.

- (3) The Equipment Trust Agreement was filed and recorded in your office on August 9, 1971, at 3:20 P.M., and was assigned Recordation No. 6275.


RECEIVED
FEB 11 1981
10:00 PM '81
I.C.C.
RECORDATION
SECTION
20c

(4) After recordation, the original document should be returned to George A. Aspatore, Esq., Solicitor, Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013.

(5) The recordation fee of \$10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,


T. H. Kerwin

Encl.

Executed in 7 Counterparts of
which this is Counterpart No. 2

RECORDATION NO. 6275-K
FILED 12/15

FEB 11 1981 1 25 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as
of January 12, 1981 by and between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York
trust company (the "Trustee"); and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, (the
"Company");

W I T N E S S E T H That:

WHEREAS, by an equipment trust agreement dated as of
September 1, 1971, as amended, (the "Agreement"), between
The Chase Manhattan Bank, N.A., as trustee, and the Company
there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 5
OF 1971; and

WHEREAS, by an Instrument of Appointment, Acceptance of
Appointment by Successor Trustee and Transfer, dated as of
October 19, 1976, Morgan Guaranty Trust Company of New York,
became Trustee under the Agreement; and

WHEREAS, by the Agreement the Trustee has let and leased
unto the Company certain railroad equipment as defined in
the Agreement (the "Equipment") for a term as set forth in
the Agreement, all upon such terms and conditions as therein
specified; and

WHEREAS, in Sections 3.4 and 4.9 of the Agreement, it
is provided that upon the filing with the Trustee of the
appropriate documents, any Deposited Cash held by the Trustee
or any monies paid to the Trustee pursuant to Section 4.9 or
Section 4.7 of the Agreement may be applied to the purchase
of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Sections 3.4 and 4.9 of the Agreement, now
proposes to cause to be sold, assigned, transferred and set
over unto the Trustee, as trustee under the Agreement, one
new 70-ton 50' Pulpwood Car bearing road number 142231 (the
"Additional Equipment");


NOW, THEREFORE;

(1) In consideration of the premises and of the sum of
One Dollar (\$1.00) paid by the Trustee to the Company at or
before the ensealing and delivery hereof, the receipt of
which is hereby acknowledged, and in consideration of the
rents and covenants in the Agreement provided for and con-

(2) The Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

(3) This Supplemental Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

By 

 Vice President R. E. Sparrow

ATTEST:



.....
Assistant Secretary

L. M. Kozak
Vice President

RT Allen
Assistant Secretary

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 9th day of February, 1981, before me personally appeared R. E. Sparrow, to me personally known, who, being by me duly sworn, says that he is a Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maurice J. McSpade
NOTARY PUBLIC, State of New York
Qualified in New York
Certificate Filed in New York County
Commission Expires March 30, 1982

DISTRICT OF COLUMBIA..

On this 10th day of February, 1981, before me personally appeared D. R. Mc Ardhe, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that the corporate seal of said corporation is affixed to the foregoing instrument, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

C. O. Wagner
.....

C. O. WAGNER
Notary Public

In and For the District of Columbia
My Commission Expires May 31, 1982

Southern Railway System

Law Department

P.O. Box 1808

Washington, D.C. 20013

(202) 383-4000

April 8, 1982
59080, 58034

My Direct Line Is: (202)383-4417

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. *6275* Filed 1425 *L*

APR 8 1982 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

I enclose six original counterparts of the document described in paragraph (1) hereof for recordation pursuant to Section 11303 of Title 49 of the U.S. Code and return, together with an original counterpart thereof for retention by the Commission.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

- (1) The enclosed document is a Supplemental Agreement dated as of March 1, 1982 between Morgan Guaranty Trust Company of New York, 23 Wall Street, New York, New York 10015, Trustee-Lessor, and Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013, Lessee, and is a "secondary document" under 49 CFR §1116.1.
- (2) The "primary document" to which the enclosed secondary document is connected is an Equipment Trust Agreement between the Trustee-Lessor [initially the Chase Manhattan Bank (National Association), but since Morgan Guaranty Trust Company of New York, successor trustee] and the Lessee, dated as of September 1, 1971, constituting Southern Railway Equipment Trust No. 5 of 1971, which was filed and recorded in your office on August 9, 1971 at 3:20 P.M. and assigned recordation No. 6275.
- (3) The enclosed document was executed for the purpose of subjecting to the Equipment Trust Agreement certain new Equipment, being:

1 new 100-ton 3,600 cu. ft. capacity Open Top Hopper Car bearing Lessee's road number 360376, AAR designation HT.

The unit of new Equipment will be marked in letters not less than one-half inch in height with the words:

OWNED BY A BANK OR TRUST COMPANY UNDER A FINANCING AGREEMENT
RECORDED WITH THE INTERSTATE COMMERCE COMMISSION UNDER SECTION
20c OF THE INTERSTATE COMMERCE ACT.

- (4) The names and addresses of the parties to the enclosed document are shown in paragraph (1) hereof.
- (5) After recordation, the six original counterparts of the enclosed document not required by the Commission for recordation should be returned to David R. Willson, Esq., General Attorney, Southern Railway Company, P.O. Box 1808, Washington, D.C. 20013.
- (6) The recordation fee of \$10 is enclosed.
- (7) A short summary of the enclosed document for index use follows:

This is a Supplemental Agreement dated as of March 1, 1982 among Morgan Guaranty Trust Company of New York, Trustee-Lessor, and Southern Railway Company, Lessee, subjecting additional equipment [1 100-ton 3,600 cu. ft. capacity Open Top Hopper Car, # 360376], to an Equipment Trust Agreement bearing recordation No. 6275.

Please acknowledge receipt on enclosed copy of this letter.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David R. Willson". The signature is fluid and cursive, with the first name "David" being more prominent.

David R. Willson
General Attorney

Encl.